

BOOK 78 PAGE 725
HOTEL CABLE TELEVISION INSTALLATION AGREEMENT

Prepared By: Time Warner Communications - Mid-South Division
6555 Quince Road - Suite 500
Memphis, Tennessee 38119
(901) 365-1770

This agreement entered into as of October 21, 1997 is made by and between Time Warner Communications - Mid-South Division, A Division of Time Warner Cable, A Division of Time Warner Entertainment Company, L.P., (hereinafter referred to as "TWC"), AND Purohit, Inc., a Mississippi Corporation, (hereinafter referred to as "OWNER").

WHEREAS, the OWNER of a hotel/motel described as follows: Days Inn, 801 Desoto Cove, Horn Lake, MS 38637. This being the same property conveyed to OWNER by Warranty Deed of record in the Register's Office of Desoto County, Mississippi, in Book Number 313, Pages 379, 380 and 381, hereinafter referred to as the "COMPLEX."

AND WHEREAS, the OWNER desires to have cable television service made available to all units of the above described property, and installed in an unobtrusive manner and in a decorative manner.

THEREFORE, the parties agree as follows:

1. OWNER grants to TWC the exclusive right to install, construct, connect onto, and operate any type of video reception device, whether hardware, microwave, or any other type within the COMPLEX.
2. TWC agrees to design, install, and maintain such equipment as may be required to furnish Cable Television service as follows:


**Full Standard Cable Service
and
Home Box Office (HBO)**

3. The original term of this agreement shall be for five (5) years from the date of service activation and thereafter it shall be automatically renewed for one (1) year terms, except that it may be terminated by either party after the original term and upon 90 days written notice to the other party. On such termination, the OWNER shall have the option to purchase the installed equipment owned by TWC, and shall pay to TWC the current value of the equipment at the time of the purchase. If OWNER elects not to purchase upon termination, TWC shall have the right to remove all of their equipment, or at its option, deactivate all such equipment in a reasonable manner.
- 3a. TWC reserves the right to interrupt service should the COMPLEX become 90 days delinquent in its payments under the terms of this agreement. Such an interruption shall not affect the rights of TWC under the terms of this agreement and all billings accrued during such a period of interruption will be payable to TWC as detailed under the terms of this agreement. If TWC places this Contract in the hands of an attorney for collection of any obligation(s) of the OWNER arising under or installment payment(s) due from the OWNER under the Contract, the undersigned OWNER hereby agrees to pay all court costs and other legal expenses, including a reasonable attorneys fee.
4. An installation charge of \$0.00 shall be due and payable by the COMPLEX. The COMPLEX agrees to pay TWC during the term of this agreement, a monthly charge of \$11.00 per outlet for a minimum of 51 outlets for a total monthly charge of \$561.00 plus applicable sales taxes and franchise fees. Any future change in the number of outlets is to be determined by a mutual audit performed by TWC and OWNER, and updated as needed. Said change in outlets shall modify the total amount due under the terms of this agreement by \$11.00 per outlet. The service charge to the OWNER shall be subject to increase by TWC from time to time, provided that there is an increase in the TWC rate card structure for Hotel services and provided further that in no event shall any increase of the service charge in any calendar year exceed 10% of the charge in effect at the beginning of such year. OWNER will reimburse TWC for each converter lost, destroyed, damaged, stolen, or not returned in reasonable condition, minus wear due to normal use. Monthly charges will be billed one month in advance on the first (1st) or fifteenth (15th) of each month.
5. The COMPLEX must cable-cast programming when and as it is delivered with no delays, alterations, editing, or deletion. No copying, or any recording of any material presented is permissible without the prior written consent of TWC. All service offered by TWC must be presented on a free-to-guest basis. No incremental charges may be made for any programming presented by TWC.
6. TWC shall perform its work in a good and workmanlike manner and any damage incurred to the COMPLEX, or to its adjacent sidewalks or parking area by reason of installation, or maintenance of its equipment shall be promptly repaired, and/or replaced by TWC to the reasonable satisfaction of the OWNER. It is expressly agreed between the parties that all installation plans will be approved by the OWNER before the commencement of any actual work. TWC shall indemnify and hold OWNER harmless from any damage which may result from the negligence of TWC, or its current contractors, in the performance of this agreement.
7. In the event of a transfer of ownership of the COMPLEX, this agreement shall be a condition of any sale, transfer, assignment, or devise of the COMPLEX, and the OWNER shall cause the assumption of this agreement by the new OWNER. If OWNER sells, transfers, or encumbers the PREMISES, such sale or encumbrance will be made subject to continuation of the Agreement, and in connection therewith, this Agreement may be recorded in the real and personal property records of Desoto County, Mississippi.

8. This is an exclusive contract, and no party, firm, or company or corporation including the OWNER, will in any way attach to, use in part or full, in any manner, any reception device, wiring or other communications equipment owned by TWC. This contract shall be governed by the law of the state of Mississippi.

9. (a) Paragraph Headings. Paragraph headings are for ease of reference only and are not to be utilized to expand, limit or otherwise modify the terms of this Agreement.
- (b) Legal Status. It is understood and agreed that the business operated by OWNER is separate and apart from any which may be operated by TWC and no representation will be made by either party which would create an apparent agency, independent contractor or partnership relationship or suggest or imply a joint venture.
- (c) Entire Agreement. This document constitutes the entire Agreement between the parties and supersedes all prior agreements and understandings concerning the subject matter hereof. Except as provided for herein, this Agreement may not be altered except by an instrument in writing signed by all parties hereto.
- (d) Force Majeure. TWC's performance hereunder shall be excused by the occurrence of any Act of God, natural disaster, act of war, civil disturbance or other cause or occurrence beyond TWC's reasonable ability to control.
- (e) Reservation of Rights. All rights not specifically granted to OWNER under this Agreement are reserved to TWC for its sole and exclusive use, and are exercisable by TWC in its sole discretion.
- (f) Governing Law. This Agreement is deemed to be executed in the city of Memphis and County of Shelby and is governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.


 Dean A. Deyo
 Division President
 Time Warner Communications - Mid-South Division
 A Division of Time Warner Cable
 A Division of Time Warner Entertainment Company, L.P.



PURSHIT INC.
 Name of Owner

Mr. Pursh
 By (Signature of Owner or Authorized Officer)

PRES
 Title

10-21-97
 Date

CORPORATE

BOOK : 78 PAGE 727

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Upesh Purohit, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of Purohit, Inc, the Bargainor, and that he as such President, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such

WITNESS my hand and seal at office this 21 day of October, 1997.



Lynna Oliver
Notary Public

My Commission Expires:

June 12, 1998

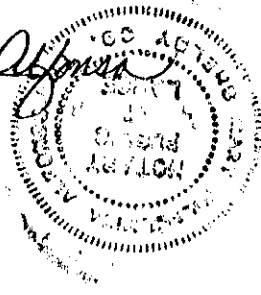
STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Dean Deyo, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of Time Warner Cable of the Mid-South, a Division of Time Warner Entertainment Company, L.P., the within named Bargainor, and that he as such therein contained by signing the name of the corporation by himself as such President.

WITNESS my hand and seal at office this 25th day of October, 1997.

Thary Michelmina Affonso
Notary Public



My Commission Expires:

January 31, 2001

For Recording Use Only:

STATE MS.-DESOTO CO. FILED

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